

Office Memorandum • UNITED STATES GOVERNMENT

TO : MEMORANDUM FOR THE RECORD

DATE: 15 October 1952

FROM : [REDACTED]

STATINTL

SUBJECT: [REDACTED]

OGC Has Reviewed

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1. This morning I discussed with Miss [REDACTED] the background behind the purported claim against her of Mr. Titus de Bobula. Mr. de Bobula has written General Smith requesting that the Agency bring pressure to bear upon Miss [REDACTED] to fulfill her obligations to him.

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2. Miss [REDACTED] states that the difficulty arises out of the purchase by her and a Mr. [REDACTED] of a tract of real estate owned by Mr. and Mrs. de Bobula and long-neglected by them. Miss [REDACTED] claims that she and Mr. [REDACTED] entered into this purchase transaction in order to assist the de Bobulas in clearing up financial difficulties. The following facts are as Miss [REDACTED] stated them to me.

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a. There was no formal written purchase and sale contract ever drawn up concerning this agreement. The agreed upon consideration was \$300., not \$1500. as Mr. de Bobula seems to think.

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b. The back taxes on this property currently amount to the extraordinary figure of \$250,000. The property is not producing sufficient income to meet current taxes, the amount of which Miss [REDACTED] alleges to be so exorbitant as to be laughable.

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c. Mr. de Bobula received the full amount of \$300. at the time of the delivery of the deed to the property about seven months ago. Since that time he has received total payments of approximately \$700. at the rate of \$100. per month which Miss [REDACTED] has given him allegedly out of the kindness of her heart, because of the de Bobula's financial straits, and not in recognition of any financial obligation.

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d. The deed to the property has been duly recorded in West Virginia and is now in Miss [REDACTED] possession. She does not know whether the deed recites the consideration for the sale nor whether Federal Revenue Stamps were properly affixed and canceled. She believes she holds title jointly with Mr. [REDACTED].

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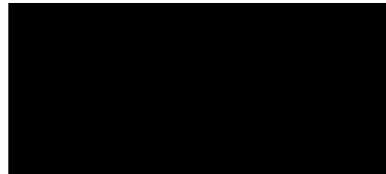
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3. Miss [REDACTED] has not considered the problem of her individual liability for accrued taxes. Evidently, she contemplates holding this property for only such time as will be required to put it back in an income producing status. In other words, the whole transaction is a salvage operation. She does admit that it was a long-shot proposition, but she trusts that she will be able to regain her original investment.

4. I suggested to her the possible difficulties which might arise if Mr. de Bobula should now die and his executor should feel it necessary to bring legal proceedings to collect the balance of what Mr. de Bobula claims was owing him. Miss [REDACTED] has no idea as to why Mr. de Bobula should feel the purchase price was \$1500. I also pointed out to Miss [REDACTED] that if she should die owning this property, her estate might well be saddled with the burden of accrued taxes. She had given no thought to this nor to any definite plan for reconveying the property to Mr. de Bobula.

5. Quite frankly, the whole deal smells to me and my suspicions are highly aroused. I have asked Miss [REDACTED] to bring in her deed to the property on the pretense of checking the amount of Federal Revenue Stamps attached. She has promised to do this. I will make a note to check up on her if she has not appeared with the deed within a week from this date.

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OGC/GHK:imm

Distribution -
2 - OGC
1 - Signer